

SPAULDING PSYCHOLOGICAL SERVICES, PLLC (SPS)

Psychotherapist-Client Agreement

Welcome to my practice. I appreciate your giving me the opportunity to be of help to you.

This agreement contains information about my professional services, business policies and the Health Insurance Portability and Accountability Act (HIPAA). HIPAA is a federal law that provides privacy protections and patient rights about the use and disclosure of your protected health information (PHI) used for the purpose of treatment, payment and health plan obligations. HIPAA requires that I provide you with a Notification of Privacy Practices (Notice) and that I obtain your signature to acknowledge that I have provided this information to you. After you read this agreement we can discuss, how these issues apply to your own situation, and I will ask you to sign it at the end and I will sign it as well. When you sign this document, it will represent an agreement between us. You may revoke this agreement in writing at any time. That revocation will be binding on me unless I have acted in reliance on it; if there are obligations imposed on me by your health insurer to process or substantiate claims made under your policy; or if you have not satisfied any financial obligations you have incurred.

About Psychotherapy

Because you will be putting a good deal of time, money, and energy into therapy, you should choose a therapist carefully. I strongly believe you should feel comfortable with the therapist you choose, and hopeful about the therapy process. When you feel this way, therapy is more likely to be very helpful to you. I view therapy as a partnership between us. You define the problem areas to be worked on and I use specialized knowledge to help you make the changes you would like to make. As a professional, I will use my best knowledge and skills to help you which include the standards of care developed by the American Psychological Association. Psychotherapy calls for a very active effort on your part. For therapy to be successful, you will have to work on things we talk about both during our sessions and at home. For example, I want you to tell me about important experiences, what they mean to you, and what strong feelings are involved. These disclosures are one of the ways you are an active partner in therapy. You will probably have to work on relationships in your life and make long-term efforts to get the best results. These are important parts of personal change. Change will sometimes be easy and quick, but more often it will be slow and frustrating, and you will need to keep trying. There is no instant, painless cures and no “magic pills.” However, you *can* learn new ways of looking at your problems that will be very helpful for changing your feelings and reactions.

Psychotherapy can have benefits and risks. Clients may feel uncomfortable, sad, or angry while discussing unpleasant aspects of their life. These feelings or memories may bother them at work or in school. Sometimes, too, a client’s problems may temporarily worsen after the beginning of treatment; however, psychotherapy has been shown to have many benefits. Some of these benefits include the ability to develop better relationships, find solutions to situational problems and reduce feelings of sadness, anxiety and distress. People who are depressed may find their mood lifting. Others may no longer feel afraid, angry, or anxious. In therapy, people have a chance to talk things out fully until their feelings are relieved or the problems are solved. Clients’ relationships and coping skills may improve greatly. They may get more satisfaction out of social and family relationships and their personal goals and values may become clearer. They may grow in many directions—as persons, in their close relationships, in their work or schooling, and in the ability to enjoy their lives.

If at any time, you have questions about my procedures or the therapeutic process we should discuss them and if need by I will be happy to refer you to another mental health provider for a second opinion.

About Our Appointments

The first time I meet with you, is for an intake/diagnostic assessment. I will need to gather information about your history, background, symptoms and current difficulties. We will also go over our office policies and I will answer your questions. By the end of our first or second session, I will tell you how I see your situation at this point and how I think we should proceed. You should also evaluate this information and whether you feel comfortable working with me. I do not take on clients I do not think I can help and you should not enter a therapeutic relationship with a professional unless you believe that person can assist you in dealing with your current difficulties. If we decide we can work together, I will enter our relationship with optimism about our progress. Following this meeting, we will usually meet for an approximately 55-minute therapy session once every week or every two weeks depending on your needs. If clinically appropriate and/or if your insurance company mandates, sessions may be shorter in length. An appointment is a commitment to our work. If I am ever unable to start on time, I ask your understanding. I also assure you that you will receive the full time agreed to. If you are late, we will probably be unable to meet for the full time, because it is likely that I will have another appointment after yours. When you must cancel, please give me at least 24 hours' notice. Once an appointment is scheduled, you will be expected to pay for it unless you provide 24 hours advance notice of cancellation or unless we both agree that you were unable to attend due to circumstances beyond your control. Insurance companies do not provide reimbursement for cancelled sessions. If you start to cancel a lot of sessions or no show for 3 or more sessions, I will assume our work is not beneficial to you and I will terminate our therapeutic relationship and provide you with information on alternative resources.

What to Expect from Our Relationship

As a professional, I will use my best knowledge and skills to help you. This includes following the standards of the American Psychological Association, or APA. In your best interests, the APA puts limits on the relationship between a therapist and a client, and I will abide by these. Let me explain these limits, so you will not think they are personal responses to you.

First, I am licensed and trained to practice psychology—not law, medicine, finance, or any other profession. I am not able to give you good advice from these other professional viewpoints.

Second, state laws and the rules of the APA require me to keep what you tell me confidential (that is, private). You can trust me not to tell anyone else what you tell me, except in certain limited situations. I explain what those are in the “About Confidentiality” section of this document. Here I want to explain that I try not to reveal who my clients are. This is part of my effort to maintain your privacy. If we meet on the street or socially, I may not talk to you very much. My behavior will not be a personal reaction to you, but a way to maintain the confidentiality of our relationship.

Third, in your best interest, and following the APA's standards, I can only be your therapist. I cannot have any other role in your life. I cannot, be a close friend or socialize with any of my clients. I cannot be a therapist to someone who is already a friend. I can never have a sexual or romantic relationship with any client during, or after, the course of therapy. I cannot have a business relationship with any of my clients, other than the therapy relationship.

If You Need to Contact Me

I cannot promise that I will be available always and my office hours vary with my caseload and personal responsibilities. I usually do not take phone calls when I am with a client but you can always leave a message with my secretary or on my answering machine, and I will return your call as soon as I can.

If you have an emergency or crisis, tell this to my secretary, who will try to contact me. If you have a behavioral or emotional crisis such as suicidal thinking or thoughts of harming someone else, and cannot reach me you or your family members should call one of the following community agencies that provide 24-hour emergency lines and crisis interventions services:

Westbrook Health Services- 800-579-5844
United Summit Center-800-786-680

When you call these emergency numbers tell them that you are a client of Spaulding Psychological Services, and that your psychologist is not available at this time. Also tell them the nature of your emergency. They may schedule an emergency appointment or ask you to go to a local emergency room. Moreover, you may choose to go to your local emergency room and bypass calling the numbers listed above.

If I Need to Contact Someone about You

If there is an emergency during our work together, or I become concerned about your personal safety, I am required by law and by the rules of my profession to contact someone close to you—perhaps a relative, spouse, or close friend. I am also required to contact this person, or the authorities, if I become concerned about your harming someone else. Please write down the name and information of your chosen contact person in the blank provided:

Name/Phone/Relationship: _____

About Confidentiality

The law protects the privacy of all communication between a psychologist and client. I will treat with great care all the information you share with me. It is your legal right that our sessions and my records about you be kept private. That is why I will ask you to sign a “release-of-records/information” form that meets the legal requirements imposed by HIPAA before I talk about you or send my records about you to anyone else. In general, I will tell no one what you tell me. I will not even reveal that you are receiving treatment from me. There are other situations that require only that you provide written, advance consent. Your signature on this agreement provides consent for those activities, as follows:

You should be aware that I practice with other mental health professionals and that I employ administrative staff. In most cases, I need to share protected information with these individuals for both clinical and administrative purposes such as scheduling, billing and quality assurance. During a clinical consultation, I make every effort to avoid revealing the identity of my client. All of the professionals are bound by the same rules of confidentiality. My office staff makes every effort to keep the names and records of clients private. They have been given training about protecting your privacy, and keeping records confidential and have agreed not to release any information outside of the practice. Disclosures required by health insurance companies or to collect overdue fees are discussed elsewhere in this agreement and in the attached payment agreement.

I also have contracts with Trizetto Provider Solutions, a billing clearinghouse and Docutrac Inc. practice management and documentation software. As required by HIPAA, I have a formal business associate contract with these businesses in which it/they promise to maintain the confidentiality of this data except as specifically allowed in the contract or otherwise required by law. If you wish, I can provide you with the names of these organizations and/or a blank copy of this contract

There are a few rare situations where I am permitted or required to disclose information without either your consent or authorization. Here are the most common cases in which confidentiality is *not* protected:

1. If you were sent to me by a court or an employer for evaluation or treatment, the court or employer expects a report from me. If this is your situation, please talk with me before you tell me anything you do not want the court or your employer to know. You have a right to tell me only what you are comfortable with telling.
2. Are you suing someone or being sued? Are you being charged with a crime? If so, and you tell the court that you are seeing me, I may then be ordered to show the court my records. Please consult your lawyer about these issues.
3. If you make a serious threat to harm yourself or another person, the law requires me to try to protect you or that other person. This usually means telling others about the threat and may include notifying the potential victim, contacting the police, seeking hospitalization or contacting family members to provide protection. I cannot promise never to tell others about threats you make.
4. If I believe a child has been or will be abused or neglected, I am legally required to report this to the authorities.
5. If a government agency is requesting the information for health oversight activities, I may be required to provide it for them.
6. If a patient files a complaint or lawsuit against me, I may disclose relevant information regarding that patient to defend myself.
7. If a patient files a worker's compensation claim, I must upon appropriate request, provide a copy of the patient's record or a report of his/her treatment.

If any of these situations arise, I will make every effort to discuss it with you and limit my disclosures to only what is necessary.

Except for the situations I have described above, my office staff and I will always maintain your privacy. I also ask you not to disclose the name or identity of any other client being seen in this office.

Professional Records

You should be aware that I keep a clinical record that includes, but is not limited to, information about your reasons for seeking therapy, your diagnosis, your medical, family and social history, treatment goals, progress towards those goals, any records I receive from other providers, your billing records and any reports that have been sent to anyone. I usually take these notes either on paper or electronically during our meetings.

If your records need to be seen by another professional, or anyone else, I will discuss it with you. If you agree to share these records, you will need to sign a release of information form. This form states exactly what information is to be shared, with whom, and why, and it also sets time limits. You may read this form at any time. If you have questions, please ask me. If we do family or couple therapy (where there is more than one client), and you want to have my records of this therapy sent to anyone, all of the adults present will have to sign a release.

Except in unusual circumstances that involve danger to yourself and/or others or when another individual is referenced and I believe disclosing that information puts the other person at risk of harm, you may

examine and/or receive a copy of your record, if you request it in writing. You may not examine records created by anyone else and sent to me. Because these are professional records, they can be easily misinterpreted and/or upsetting to untrained readers. For this reason, I recommend that you initially review them in my presence, or have them forwarded to another mental health professional. In most circumstance, I am permitted to charge a copying fee of 2 dollars per page and for certain other expenses. The exceptions to this policy are contained in the attached Notice Form. If I refuse your request for access to your clinical record, you have a right of review, which I will discuss with you upon request.

In addition to your clinical record I may also keep psychotherapy notes. These notes are not part of your treatment record. They may contain my analysis of our sessions, and they may contain particularly sensitive information that you reveal to me. Your psychotherapy notes are not available to you and cannot be sent to anyone else.

West Virginia Law allows a psychologist to provide the patient with either a copy of the record or a summary. Information from your psychotherapy notes will not be information that is included in a summary.

Additional rights granted by HIPAA include requesting that I amend your record, requesting restrictions on what information from your clinical records is disclosed to others, requesting an accounting of most disclosures of protected health information that you have neither consented to nor authorized, determining the location to which protected information disclosures are sent, having any complaints you make about my policies and procedures recorded in your records and the right to a paper copy of this agreement the attached Notice form.

Minors and Parents

Privacy in psychotherapy is crucial to successful progress, particularly with teenagers, but parental involvement is also essential to successful treatment, particularly with younger children. Therefore, it is my policy not to provide treatment to a child under 14 unless he/she agrees that I can share whatever information I consider necessary with his/her parents. For children 14 and over, who are entitled to independently consent to treatment, it is my policy to request an agreement between my patient and his/her parents allowing me to share general information about the progress of the child's treatment and his/her attendance at scheduled sessions. Any other communication will require the child's authorization, unless I feel that the child is in danger or is a danger to someone else, in which case, I will notify the parents of my concern. Before giving parents any information, I will discuss the matter with the child, if possible, and do my best to handle any objections he/she may have.

Fees, Payments, and Billing

My hourly fee (approximately a 55-minute therapy session) is 160 dollars. I charge this amount for other professional services you may need, though I will break down the hourly cost if I work for periods of less than one hour. Other services include report writing, telephone conversations lasting longer than 15 minutes, preparation of records or treatment summaries and the time spent performing any of service you may request of me. Payment schedules for these other professional services will be agreed to when they are requested. In circumstances of unusual financial hardship, I may be willing to negotiate a fee adjustment or payment installment plan. If you become involved in legal proceedings that require my participation, you will be expected to pay for all of my professional time, including preparation and transportation costs, even if I am called to testify by another party. Because of the difficulty of legal involvement, I charge 250 dollars per hour for preparation and attendance at any legal proceeding. A complete fee list is included in the intake packet as part of our payment agreement.

Because I am a licensed psychologist, many health insurance plans will help you pay for therapy and other services I offer. If your health insurance will pay part of my fee, I will file your insurance claim forms. However, please keep two things in mind:

1. You are responsible for checking your insurance coverage, deductibles, payment rates, copayments, and so forth. Your insurance contract is between you and your company; it is not between me and the insurance company. Of course, I will provide whatever information I can based on my experience and will be happy to help you in understanding the information you receive from your insurance company. Furthermore, my administrative staff will also attempt to verify your benefits and will discuss this information with you prior to your beginning treatment.

2. You—not your insurance company or any other person or company—are responsible for paying the fees we agree upon. If you ask me to bill a separated spouse, a relative, or an insurance company, and I do not receive payment on time, I will then expect this payment from you.

I will provide information about you to your insurance company only with your informed and written consent. I may send this information by mail, fax or electronically. Your contract with your insurance company will require a clinical diagnosis. Sometimes I am required to provide additional clinical information such as a treatment plan or summary. This information will become part of the insurance company files and will probably be stored on a computer. Though all insurance companies claim to keep such information confidential I have no control over what they do with it once it is in their hands. By signing this agreement, you agree that I can provide requested information to your carrier. It is important to remember that you always have the right to pay for my services yourself and bypass billing your insurance company.

Payment for co-pays and deductibles are expected at the time of the service provided. If you are unable to make these payments, please discuss this with me and it is likely that we can develop a manageable payment plan.

If your account has not been paid for more than 60 days and arrangements for payment have not been agreed upon, I have the option of using legal means to secure the payment. This may involve hiring a collection agency or going through small claims court which will require me to disclose otherwise confidential information. In most collection situations, the only information I release regarding a client's treatment is his/her name, the nature of services provided, and the amount due. If such legal action is necessary, its costs will be included in the claim.

A detailed listing of my fees and payment policy is also provided in the new patient intake packet.

Miscellaneous

If you ever become involved in a divorce or custody dispute, I want you to understand and agree that I will not provide evaluations or expert testimony in court. You should hire a different mental health professional for any evaluations or testimony you require. This position is based on two reasons: (1) My statements will be seen as biased in your favor because we have a therapy relationship; and (2) the testimony might affect our therapy relationship, and I must put this relationship first.

Our Agreement

Your signature below indicates that you have read the information in this document and agree to abide by its terms during our professional relationship.

Printed Name	Signature	Date
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Relationship to client:
 Self Parent Legal guardian Other _____

I, _____ have met with this client (and/or his or her parent or guardian) for a suitable period of time, and have informed him or her of the issues and points raised in this brochure. I have responded to all of his or her questions. I believe this person fully understands the issues, and I find no reason to believe this person is not fully competent to give informed consent to treatment. I agree to enter into therapy with the client, as shown by my signature here.

Printed Name	Signature	Date
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I truly appreciate the chance you have given me to be of professional service to you, and look forward to a successful relationship with you.